

DUPLICATE

No. 1507

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**LEASE AND BOND**  
**OF**  
**Harbor Areas**

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STATE OF WASHINGTON

TO

General Petroleum Corporation  
Dexter-Horton Building, 710  
Second Avenue  
Address Seattle 4, Washington

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Harbor of Bremerton

Application No. H. A. 1555  
1920-22

81517

California

BOND NO. 214825

STATE OF ~~WASHINGTON~~ } ss.  
County of Los Angeles

We, GENERAL PETROLEUM CORPORATION, a Delaware Corporation, of Los Angeles, California, as principal, and we, PACIFIC INDEMNITY COMPANY, a California Corporation with offices in the State of California Washington as sureties, all of the State of Washington, County of Los Angeles / Washington, do confess ourselves indebted to the State of Washington in the penal sum of Five Hundred (\$500) Dollars, and to the payment of which we are held and firmly bound, and do by these presents bind ourselves, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals this 18th day of MARCH, A. D. 1953

The condition of the above obligation is such that, Whereas, the principal, in the foregoing bond did enter into a certain lease and contract with the State of Washington (which is hereto at-

STATE OF CALIFORNIA,  
County of LOS ANGELES ss.

On this 18th day of MARCH in the year one thousand nine hundred and 53  
before me, ATALA M. CARTER a Notary Public in and for said County and State, residing therein  
duly commissioned and sworn, personally appeared L. L. BURR, JR. known to me to be  
the duly authorized Attorney-in-Fact of PACIFIC INDEMNITY COMPANY, and the same person whose  
name is subscribed to the within instrument as the Attorney-in-Fact of said Company, and the said  
L. L. BURR, JR. acknowledged to me  
that he subscribed the name of PACIFIC INDEMNITY COMPANY, thereto as surety and his own name  
as Attorney-in-Fact.

FORM 3030

State of California,  
COUNTY OF LOS ANGELES } ss.



On this 18th day of March, A. D., 1953,  
before me, Vera T. Rathbun, a Notary Public in and  
for the said County and State, residing therein, duly commissioned and sworn,  
personally appeared J. C. Sample known to me  
to be the Vice-President, and T. M. Vail,  
known to me to be the Assistant Secretary of the GENERAL PETROLEUM  
CORPORATION, the Corporation that executed the within instrument,  
known to me to be the persons who executed the within instrument on behalf  
of the Corporation therein named, and acknowledged to me that such Cor-  
poration executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Vera T. Rathbun  
Notary Public in and for said County and State

My Commission Expires DEC 27 1955

State for which this endorsement is issued WASHINGTON

Type of Policy or Bond LEASE BOND

Premium for State \$60.00

Producing Agent or Broker BAYLY, MARTIN & FAY, INC.

The countersignature hereto is to be considered the valid countersignature to the undermentioned policy or bond, in so far as concerns that portion of the risk located in the State named above.

Notary Public in and for the State of Washington,  
Residing at

2-302



81517

California

BOND NO. 214825

STATE OF ~~WASHINGTON~~ }  
County of Los Angeles } ss.

We, GENERAL PETROLEUM CORPORATION, a Delaware Corporation, of Los Angeles, California, as principal, and we, PACIFIC INDEMNITY COMPANY, a California Corporation with offices in the State of California Washington as sureties, all of the State of Washington, County of Los Angeles / Washington, do confess ourselves indebted to the State of Washington in the penal sum of Five Hundred (\$500) Dollars, and to the payment of which we are held and firmly bound, and do by these presents bind ourselves, our and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals this 18th day of MARCH, A. D. 1953

The condition of the above obligation is such that, Whereas, the principal, in the foregoing bond did enter into a certain lease and contract with the State of Washington (which is hereto attached and made part of this instrument, and all the conditions of which are written into and made part of this instrument), whereby the above bounden principal has leased from the State of Washington the part, lot or parcel of property described in said hereto attached lease and contract, upon all the conditions set up in said lease and contract: Now, therefore, if the said above named lessee, the principal, herein, shall well and truly perform all the conditions set up and prescribed in the said lease and contract hereto attached, in all and every part thereof, then this bond shall be considered satisfied and discharged; otherwise it shall have full force and effect.

Signed with our hands and sealed with our seals, this day and year first above written.

THE PREMIUM CHARGED FOR THIS BOND IS \$15.00 PER ANNUM.

EXECUTED IN DUPLICATE

GENERAL PETROLEUM CORPORATION [SEAL]  
BY [Signature] Vice-President  
BY [Signature] Assistant Secretary [SEAL]  
PACIFIC INDEMNITY COMPANY  
BY [Signature] Attorney-in-Fact [SEAL]  
[SEAL]

The foregoing bond and the sureties thereon approved this 18th day of August, 1953

[Signature]  
Commissioner of Public Lands.

No.

LICENSED AGENT COUNTERSIGNATURE ENDORSEMENT

State for which this endorsement is issued WASHINGTON  
Type of Policy or Bond LEASE BOND  
Premium for State \$60.00

Producing Agent or Broker BAYLY, MARTIN & FAY, INC.

The countersignature hereto is to be considered the valid countersignature to the undermentioned policy or bond, in so far as concerns that portion of the risk located in the State named above.

Notary Public in and for the State of Washington,  
Residing at.....

2-302

STATE OF WASHINGTON, COUNTY OF THURSTON, ss.

THIS INDENTURE, Made this 18th day of March, A. D. 1953  
by and between the State of Washington, party of the first part, lessor, and  
GENERAL PETROLEUM CORPORATION, party of the second part, lessee.

WITNESSETH, That the State of Washington, lessor, does hereby lease, demise and let unto  
said party of the second part the following described property, situate in said State, County of  
Kitsap, and being that part of the harbor area in front of the  
following described property, to-wit:

~~xxxx~~ Front Tr. 1 and E $\frac{1}{2}$  Penn. Ave. Plat of Joseph Daly's Garden  
Tracts Bremerton Tide Lands,

and more particularly described as follows:

All harbor area lying in front of Tract 1 and the east half of Pennsylvania Avenue in the plat of Joseph Daly's Garden Tracts in Government Lot 1, Section 14, Township 24 North, Range 1 East, W.M., between two lines extending across the harbor area at right angles to the outer harbor line, one of said lines passing through the point of intersection of the east line produced of said Tract 1 with the inner harbor line and the other through the point of intersection of the center line of Pennsylvania Avenue with the inner harbor line.

Said harbor area is as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Annual rental, \$ 102.00 (First Period)

Payable March 18th

Application No. H. A. 1555  
1920-22



To have and to hold for the term of Ten (10) years from the date of this instrument, for the purpose of building and maintaining upon the above described harbor area, wharves, docks and other structures for the convenience of navigation and commerce, as may be determined by legislative enactment or by rule of the Commissioner of Public Lands.

This indenture is executed in consideration of the covenants and stipulations herein contained, and of the payment annually in advance of rental in the amount 6 % of the true value, in money, of the harbor area (exclusive of improvements) as fixed by the assessor of Kitsap County in accordance with the provisions of Sec. 5, Chap. 171 of the Laws of 1923 as follows:

"The assessor shall thereupon in accordance with section 11121 of Remington's Compiled Statutes determine the true and fair value in money of such harbor area (exclusive of the improvements thereon) as of March 1st preceding the date of the filing of such application and certify the same to the commissioner. Such value shall be the basis of rental until the assessor's next valuation as herein provided. The assessor shall thereafter in every even numbered year as of March 1st place a valuation on such harbor area (exclusive of improvements) in accordance with said section 11121, Remington's Compiled Statutes, and certify the same to the commissioner and such valuation shall be the basis of rental for the two-year period following such valuation."

The State of Washington shall have the right to regulate, either under rules established by the Commissioner of Public Lands, or by legislative enactment, or by both methods, the rates of wharfage, dockage and other tolls, to be imposed by the lessee upon commerce for any of the purposes for which said leased harbor area may be used, and to change such regulations and rates from time to time, and the right to prevent by such means and in such manner as it may adopt, extortion, discrimination, unequal or exclusive privileges, and to cancel this lease for the violation of any law, rule, regulation or order governing the same.

The State of Washington shall have the power by the Commissioner of Public Lands to cancel this lease upon a breach of any of its conditions by the lessee or for the failure or refusal of the said lessee to erect, within a reasonable time hereafter, and continuously to operate and maintain in and upon the above described harbor area the wharves, buildings or other structures described and represented in the exhibits of improvements proposed to be erected therein by said lessee, which have heretofore been filed with the Commissioner of Public Lands, or as altered with the consent and approval of said Commissioner entered upon his records.

The State of Washington reserves unto itself, port district, county, city or other public agency in the territory where the portion of the harbor area described in this lease is located, the right to assume and thereafter hold this lease upon acquirement of the tide lands contiguous thereto and fronting thereon, without any value for said lease except for improvements thereon: Provided, That this covenant shall not be held to apply to any cancellation of this lease ordered by the Commissioner of Public Lands on account of fraud or breach of any of the covenants of this lease, or a failure to file and keep therewith a good and sufficient bond as provided by law, but in such case the improvements upon the said leased area shall become the property of the State.

The lessee shall not make or suffer to be made any artificial filling in of said leased area or any deposit of rock, earth, ballast, refuse, garbage or other matter within such area, except as provided by law or as approved in writing by the Commissioner of Public Lands.

If the said lessee shall fail to pay to the State the rental hereinbefore provided on the date when the same is due, or within sixty days thereafter, the Commissioner of Public Lands may declare this lease canceled and all rights or claims of the said lessee under this lease in and to the said area or in or to any improvement therein or thereon, shall immediately thereupon vest in the State of Washington.

The lessee herein shall not sub-let the whole or any part of said leased area except upon the written permission of the Commissioner of Public Lands.

All the conditions and covenants set forth in this indenture are declared to be of the essence of the contract, and a breach of any one is a breach of the whole.

Executed in duplicate this day and year above written.

THE STATE OF WASHINGTON.

RECOMMENDED BY	<u>M.H. 6-26-53</u>
RECOMMENDED BY	<u>W.H. 6/18/53</u>
AUTHOR	<u>W.H. 6/18/53</u>
APPROVED BY FORM FOR	<u>W.H. 6/24/53</u>
DESCRIPTION CHECKED	<u>J.O.D. 6/25/53</u>

612 South Flower Street  
Los Angeles 54, California  
Los Angeles County, State of California

By [Signature]  
Commissioner of Public Lands.

B.F. Bell  
Sales Manager

Dexter Horton Building Lessee

P. O. Address 720 Second Avenue, Seattle 4,

King